

15/3009

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

GILBERTO COLON, CHANDRA THOMAS, )  
TROY THOMPSON, CEDRIC REAMS, )  
LANIQUA KUYKENDALL, )  
CHARLOTTE A. DAVIS, ALICIA ROSS, )  
CARYN E. PRICE, LATASHA GATLIN, )  
individually and on behalf of the class )  
of all persons who resided in Harry Poe Manor )  
at any time from January 2011 to April 22, 2019, )

Plaintiffs, )

vs. )

WAUKEGAN HOUSING AUTHORITY, a body )  
politic and corporate, )

Defendant. )

Case No.: 13-cv-08444

Hon. Judge John J. Tharp, Jr.

**DEFENDANT’S UNOPPOSED MOTION FOR JUDGMENT AS TO THE CLASS**

NOW COMES the Defendant, WAUKEGAN HOUSING AUTHORITY (hereinafter referred to as the “WHA”), by and through its attorneys, MICHAEL E. KUJAWA, ERIKA G. BALDONADO, JONATHON R. SOMMERFELD, and EMILY F. OTTESEN of SCHAIN, BANKS, KENNY & SCHWARTZ, LTD., and for its Motion for Judgment as to the Class, states as follows:

1. On April 22, 2019, this Court certified Plaintiffs as a Rule 23(b)(3) class as to all allegations brought against the WHA. *See* ECF 186. On November 23, 2022, this Court granted summary judgment in favor of Defendants on the § 1983 substantive due process claim and the unjust enrichment claim, leaving Plaintiffs’ state law breach of contract claim as the sole triable issue. *See* ECF No. 257 at 2. Finally, on May 19, 2023, this Court granted in part Defendant’s Motion to Decertify the Class, and as a result issued an order decertifying the Rule 23(b)(3) class

and recertifying it as a Rule 23(c)(4) issues only class. *See* ECF No. 274. Specifically, the Court ruled that “[t]his case will proceed to trial on the issue of [the WHA’s] breach under the Poe Manor lease as a Rule 23(c)(4) class. The criteria for class membership remain the same.” *See* ECF No. 274 at p. 6.

2. In addition to recertifying the class as an issue only class, this Court ordered that “the trial as to this issue will include the breach of contract claims of the named plaintiffs in their entirety. In this manner, the trial will serve not only to resolve the class-wide issue of the Housing Authority’s response to the infestation but also the question of the Housing Authority’s liability to the named plaintiffs.” *Id.*

3. On April 1, 2024, trial proceeded on the issues described above and on April 8, 2024, this Jury returned a verdict in favor of the WHA, stating that the WHA did not breach its lease agreement. *See* ECF Nos. 308 and 309.

4. Based on the Rule 23(c)(4) class status, the Jury’s not guilty finding in favor of the WHA as to Plaintiffs’ allegations of the WHA’s breach applies to the entire class. Therefore, the WHA asks that this Court enter an order of Judgment as to the remaining members of the certified class in favor of the WHA and against the remaining class members, as is consistent with the Jury’s ruling.

5. Notwithstanding and without waiving any potential post-trial motions, Plaintiffs do not oppose Defendant’s present motion and do not require a briefing schedule.

### **CONCLUSION**

WHEREFORE, the Defendant, WAUKEGAN HOUSING AUTHORITY, respectfully prays that this Honorable Court enter an order of Judgement in favor of the WHA and against the certified class members, and for any further relief this Court deems appropriate.

Respectfully submitted,

WAUKEGAN HOUSING AUTHORITY

By: /s/ Emily F. Ottesen  
One of Its Attorneys

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